

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Trustees of the
LABORERS PENSION TRUST FUND - DETROIT & VICINITY;
LABORERS VACATION & HOLIDAY TRUST FUND - DETROIT &
VICINITY; LABORERS METROPOLITAN DETROIT HEALTH
& WELFARE FUND; and the MICHIGAN LABORERS TRAINING
FUND, trust funds established under, and
administered pursuant to, federal law,

Plaintiffs,

v.

Case No.
Hon.

PONTIAC DRYWALL SYSTEMS, INC.,

Defendant.

COMPLAINT

PLAINTIFFS allege the following:

1. Plaintiffs are the Trustees for trust funds established under, and administered pursuant to, Section 302 of the Labor-Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C. §186, and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §§1001, *et seq.*, with principal offices located in this judicial district.
2. Defendant is a Michigan corporation, doing business in the building

construction industry, an industry affecting commerce within the meaning of LMRA, with principal place of business located in this judicial district.

3. Jurisdiction of this Court is predicated on Section 301 of LMRA, 29 U.S.C. §185, and ERISA Sections 502(a)(3), 502(g)(2) and 515, 29 U.S.C. §§1132(a)(3), 1132(g)(2) and 1145, respectively, this being a suit for breach of the wage and fringe benefit provisions of collective bargaining agreements which the defendant, as employer, entered into with Local Unions 334, 1076 and/or 1191 of the Laborers International Union of North America, AFL-CIO (hereinafter collectively the “Laborers Union”), labor organizations representing employees in a industry affecting commerce, with principal offices located in this judicial district.

4. Pursuant to the aforementioned collective bargaining agreements, copies of which are in its possession, the defendant was and is obligated to pay specific wage rates and make contributions for fringe benefits (e.g., medical coverage for eligible participant employees and their families, pensions, vacation and holiday pay, and annuity benefits) for, or with respect to work performed by, those of their employees who are or have been represented by the Laborers Union, which contributions should have been paid directly to plaintiffs.

5. Pursuant to ERISA Section 209(a), 29 U.S.C. §1059(a), and the collective bargaining agreements and trust agreements incorporated by reference

therein, defendant is obligated to maintain records sufficient to determine the benefits due or which may become due to its employees represented by the Laborers Union via contributions to plaintiffs, and to submit to periodic audits by plaintiffs of its books and records to confirm the accuracy and timeliness of such employee wages and contributions to plaintiffs.

6. The attached audit of Pontiac Drywall Systems Inc. for the period of January, 2015 through March, 2018 revealed delinquencies in fund contributions in the amount of \$69,782.19, plus liquidated damages of \$6,880.44 resulting from the audit, plus liquidated damages of \$877.98 resulting from late payments, for a total outstanding debt owed to the Funds of \$77,540.61.

7. Despite demand, defendant has failed to pay the indebtedness.

8. Defendant's indebtedness to plaintiffs for fringe benefit contributions (including contractual late payment charges or liquidated damages) for the period from April, 2018 through present is unknown and cannot be determined until defendant submits all necessary books and records for inspection and audit.

WHEREFORE, plaintiffs request that this Court enter judgment in their favor and against defendant as follows:

A. Adjudicating that defendant is contractually obligated to the plaintiffs pursuant to the collective bargaining agreements it entered into with the

Laborers Union;

B. Ordering defendant to specifically perform according to the provisions of such collective bargaining agreements;

C. Entering Judgment against defendant in favor of the plaintiff in the amount of \$77,540.61, representing all amounts owed pursuant to audit for the period through March, 2018, plus liquidated damages, statutory interest, costs and attorneys' fees;

D. Upon request, ordering defendant to submit to the plaintiffs any and all books and records needed by them to determine the amount of its indebtedness from April, 2018, and

E. Upon submission of a motion to amend, awarding the plaintiffs the amount of defendant's indebtedness for the period from April, 2018, as ascertained by the audit, plus liquidated damages, statutory interest, costs and attorney fees.

Respectfully submitted,

WATKINS, PAWLICK, CALATI, & PRIFTI, PC

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July 25, 2019

Mr. B. Bass (Local #1076) w/o Enclosures
Mr. M. Aaron (Local #1191) w/o Enclosures

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